IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

GLENDA MANCIA, ET AL.	:	
	:	
v.	:	
	:	CIVIL ACTION NO. CCB 08 CV 0273
	:	
MAYFLOWER TEXTILE SERVICES, ET AL.	:	

ANSWERS AND AFFIRMATIVE
DEFENSES TO AMENDED COMPLAINT

Defendants Mayflower Textile Services Co., Mayflower Healthcare Textile Services, LLC, Mayflower Surgical Service, Inc., Mayflower Uniforms and Medical Supplies, LLC, Lunil Services Agency, and Mukul Mehta (sometimes referred to collectively as "Defendants"), by their undersigned counsel, hereby submit their Answers and Affirmative Defenses in response to the Amended Complaint filed by Plaintiffs in the above-referenced case, and in support thereof say as follows:

I. INTRODUCTION

1. Defendants admit that some but not all Plaintiffs were employed by Lunil, and that to the best of their information, knowledge and belief some or all of the Plaintiffs have been employed by Argo, and deny the remaining allegations in Paragraph 1.

2. Defendants deny the allegations in paragraph 2.

3. Defendants deny the allegations in paragraph 3.

II. JURISDICTION

4. Paragraph 4 contains a statement of law to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 4.

III. PARTIES

5. Defendants admit that Plaintiff was employed by Lunil until on or about August 2007, and deny the remaining allegations in Paragraph 5.

6. Defendants admit that Plaintiff was employed by Lunil until on or about December 31, 2007, and that to the best of their information, knowledge and belief Plaintiff is and/or has been employed by Argo thereafter, and deny the remaining allegations in Paragraph 6.

7. Defendants admit that Plaintiff was employed by Lunil until on or about December 31, 2007, and that to the best of their information, knowledge and belief Plaintiff is and/or has been employed by Argo thereafter, and deny the remaining allegations in Paragraph 7.

8. Defendants admit that Plaintiff was employed by Lunil until on or about December 31, 2007, and that to the best of their information, knowledge and belief Plaintiff is and/or has been employed by Argo thereafter, and deny the remaining allegations in Paragraph 8.

9. Defendants admit that Plaintiff was employed by Lunil until on or about December 2007, and deny the remaining allegations in Paragraph 9.

10. Defendants deny that Plaintiff was employed by Lunil and but admit that, to the best of their information, she was employed by Defendant Argo.

11. Paragraph 11 is an allegation to which no response is required. To the extent a response is required the allegations in paragraph 11 are denied.

12. Defendants admit that Mayflower Textile Services Company is a Maryland Corporation with a place of business in Maryland, but deny the remaining allegations.

13. Defendants admit that Mayflower Healthcare Textile Services is a Maryland limited liability company with a place of business in Maryland, but deny the remaining allegations.

14. Defendants admit that Mayflower Surgical is a Maryland Corporation, but believe that this Defendant has been misnamed, and that the proper name is Mayflower Surgical Services, LLC, but deny the remaining allegations.

15. Defendants admit that Mayflower Uniforms and Medical Supplies is a Maryland limited liability company with a place of business in Maryland, but deny the remaining allegations.

16. Defendants admit that Lunil is a Maryland limited liability company and that it employed some but not all of the Plaintiffs until on or before December 31, 2007, but deny the remaining allegations.

17. Defendants lack information, knowledge and belief to confirm or deny the allegations in paragraph 17.

17a. Defendants lack information, knowledge and belief to confirm or deny the allegations in paragraph 17a.

18. Defendants deny the allegations in paragraph 18.

19. Defendants deny the allegations in paragraph 19.

20. Defendants deny the allegations in paragraph 20.

21. Defendants deny the allegations in paragraph 21.

22. Defendants deny the allegations in paragraph 22.

23. Defendants deny the allegations in paragraph 23.

24. Defendants deny the allegations in paragraph 24.

IV. STATEMENT OF FACTS

25. Defendants admit that some of the Plaintiffs have been employed by Lunil, and have worked in the Mayflower Healthcare facility.

26. Defendants admit that Plaintiffs have worked in excess of 40 hours in one week.

27. Defendants admit that Plaintiffs would be entitled to be paid overtime rates for overtime hours worked.

28. Defendants deny the allegations in paragraph 28.

29. Defendants deny the allegations in paragraph 29.

30. Defendants deny the allegations in paragraph 30.

31. Defendants deny that Plaintiffs have not been paid any wages to which they were entitled.

32. Defendants deny that Plaintiffs have not been paid any wages to which they were entitled.

33. Defendants admit that that the applicable statutes speak for themselves as to record-keeping requirements.

34. Defendants deny the allegations in paragraph 34.

35. Defendants deny the allegations in paragraph 35.

COUNT I

FAIR LABOR STANDARDS ACT

36. Defendants repeat and incorporate by reference their responses to the allegations set forth in paragraphs 1 through 35 above.

37. Defendants deny the allegations in paragraph 37.

38. Defendants deny the allegations in paragraph 38.

39. Defendants deny the allegations in paragraph 39.

40. Defendants deny the allegations in paragraph 40.

COUNT II

MARYLAND WAGE AND HOUR LAW
(Denial of Overtime Compensation Under Maryland Law)

41. Defendants repeat and incorporate by reference their responses to the allegations set forth in paragraphs 1 through 40 above.

42. Defendants deny the allegations in paragraph 42.

43. Defendants deny the allegations in paragraph 43.

44. Defendants deny the allegations in paragraph 44.

COUNT III

MARYLAND WAGE PAYMENT AND COLLECTION ACT
(Denial of Overtime Compensation Under Maryland Law)

45. Defendants repeat and incorporate by reference their responses to the allegations set forth in paragraphs 1 through 44 above.

46. Paragraph 46 contains a statement of law to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 46.

47. Defendants deny the allegations in paragraph 47.

48. Defendants deny the allegations in paragraph 48.

49. Defendants deny the allegations in paragraph 49.

50. Defendants deny the allegations in paragraph 50.

WHEREFORE, Defendants deny that Plaintiffs are entitled to any of the relief requested.

In further answer, Defendants deny each and every allegation in the Complaint except such allegations that are expressly admitted herein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim against Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The Complaint is barred by waiver, estoppel, and unclean hands.

THIRD AFFIRMATIVE DEFENSE

Defendants deny that class action status is appropriate or available.

FOURTH AFFIRMATIVE DEFENSE

With the exception of Lunil, which employed the Plaintiffs only until on or before December 31, 2007, Defendants have not been the employer of Plaintiffs.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint does not make allegations sufficient to establish eligibility for class action status. Defendants reserve the right to raise and assert additional affirmative defenses as they become known to Defendant.

WHEREFORE, Defendants respectfully requests that the Complaint be dismissed with prejudice, and that Defendants be granted judgment for costs and attorneys' fees, and any other relief this Court deems appropriate.

Respectfully submitted,

December 15, 2008

/s/

Scott Kamins, Bar # 22591
Offit Kurman
8171 Maple Lawn Blvd., Suite 200
Maple Lawn, MD 20759
(301) 575-0347 (phone)
(301) 575-0335 (facsimile)
skamins@offitkurman.com

CERTIFICATE OF SERVICE

This is to certify that on this 15th day of December, 2008, a copy of the foregoing Answer to Amended Complaint was served electronically, via the court's electronic filing system, upon:

Neil Hyman, Esq.
Selzer Gurvitch Rabin & Obecny, Chtd.
4416 East West Highway, 4th Floor
Bethesda, Maryland 20814-4568

Andrew T. Nichols
Rollins Smalkin, Richards & Mackie, LLC
401 N. Charles Street
Baltimore, Maryland 21201

Daniel A. Katz, Esq.
Andalman & Flynn, P.C.
8601 Georgia Avenue, Suite 604
Silver Spring, Maryland 20910

C. Christopher Brown, Esq.
Brown, Goldstein & Levy, LLP
120 E. Baltimore St., Suite 1700
Baltimore, Maryland 21202

/s/
Scott Kamins, Esq.